

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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PATRICK GULLORY,

*Plaintiff,*

~~-against-~~

MAUREEN BOLL and B. JOHNSTON,

*Defendants.*

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STIPULATION AND ORDER  
OF DISCONTINUANCE  
PURSUANT TO RULE 41(A)

12-CV-1771

(DNH/DEP)

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, plaintiff, Patrick Guillory, the attorneys for the plaintiff and Eric T. Schneiderman, Attorney General of the State of New York, Keith Starlin, Assistant Attorney General, of counsel, appearing for defendants, the parties to the above entitled-action, that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party has an interest in the subject matter of the action, the above-entitled action be and the same hereby is settled on the particular circumstances of this case, on the following terms and conditions, which it is agreed are of and shall have no legal precedential value in any other case either between the parties to this case or any other parties:

1. Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, plaintiff hereby discontinues this action with prejudice and without damages, costs, interest or attorneys' fees, except as hereinafter set forth, as against defendant Maureen Boll, and as against defendant Brian Johnston (sued herein as "B. Johnston") and discharges and releases defendants Boll and Johnston, all other individuals ever named as defendants in this action, and the State of New York, including

its agencies, subdivisions, employees, former employees, private contractors and/or assignees, from any and all claims, demands, or causes of action, known or unknown, now existing or hereafter arising, whether presently asserted or not, which relate in any way to the subject matter of this action, and further agrees to discontinue and/or not to commence or to pursue in any court, arbitration or administrative proceeding, any litigation, appeal or claim against the defendants and others released hereby pertaining to the underlying facts, circumstances or incidents that gave rise to the aforementioned action, or any result of the aforementioned facts, circumstances or incidents.

2. The parties agree that no provision of this Stipulation and Order of Discontinuance (hereinafter "Stipulation"), or the General Release attached hereto as Exhibit "A" (hereinafter "General Release") shall be interpreted to be an acknowledgment of the validity of any of the allegations or claims that have been made in this action or any of the cases and/or claims covered by this Stipulation and the General Release.

3. Neither this Stipulation, nor the General Release, nor the settlement of the cases and claims covered by the General Release constitutes a determination of, or admission by any party to any underlying allegations, facts or merits of their respective positions in any of those cases and claims. This settlement does not form, and shall not be claimed as any precedent for or an agreement by the parties to any generally applicable policy or procedure in the future.

4. Following the execution of this Stipulation, and its being ordered by the Court, plaintiff shall be paid the sum set forth in the General Release, which is hereby fully incorporated into and made a part of this Stipulation, under the terms set forth in said General Release, in full settlement of any and all claims in this case and in all cases and claims covered by the General Release, which amount includes all sums to which plaintiff is entitled, including but not limited to

damages, costs, interest and attorney's fees. Payment of this amount shall be made by check payable to "Patrick Guillory" and will be mailed to plaintiff's attorney in this *Guillory v. Boll, et al.* matter, Kimberly Zimmer, Esq. at said attorney's current address: Zimmer Law Office, PLLC, The University Building, 120 E. Washington Street, Suite 815, Syracuse, NY 13202.

5. Payment of the settlement amount specified in the General Release is conditioned on the approval of all appropriate state officials in accordance with the provisions for indemnification under section 17 of the New York Public Officers Law.

6. Payment of the amount specified in the General Release will be made within one hundred and twenty (120) days after the approval of this Stipulation by the Court and its entry into the Court's docket for this case, unless the provisions of Chapter 62 of the Laws of 2001 apply to the plaintiff with respect to any of the cases and/or claims being resolved by this settlement agreement as set forth in the General Release, and the payment hereunder constitutes "funds of a convicted person" under the Son of Sam Law, in which event, the one hundred and twenty (120) day payment period shall be extended by an additional thirty (30) days to allow for compliance with that law.


7. In the event that the terms of paragraph 5 are satisfied, but payment is not made within the periods set forth in paragraph 6, interest shall begin to accrue on the outstanding principal balance at the statutory rate on the 121st day after court approval or the 151st day after court approval if the provisions of Chapter 62 of the Laws of 2001 apply to plaintiff.

8. This stipulation shall be null and void if the approvals referred to in paragraph 5 are not obtained, and this action shall then be placed back on the active docket without prejudice.

9. Plaintiff represents and warrants that he is not a Medicare recipient, that he has never been on Medicare or Social Security Disability, that no conditional payments have been made by Medicare, and that he does not expect to be a Medicare recipient within the next 30 months.


10. The foregoing constitutes the entire agreement of the parties.

Dated: Syracuse, New York  
April 29, 2016



Patrick Guillory  
Plaintiff  
753 James Street  
Apt. 1129  
Syracuse, NY 13203

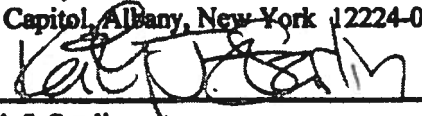
Dated: Syracuse, New York  
April 29, 2016



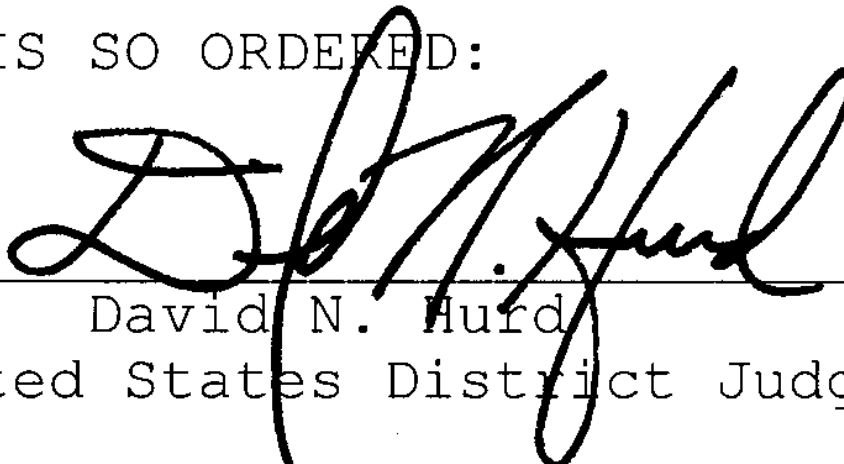
Kimberly Zimmer  
Zimmer Law Office, PLLC  
Attorney for plaintiff Patrick Guillory  
The University Building  
120 E. Washington Street  
Suite 815  
Syracuse, NY 13202

Dated: Albany, New York  
May 4, 2016

ERIC T. SCHNEIDERMAN  
Attorney General of the State of New York  
Attorney for Defendants  
The Capitol, Albany, New York 12224-0341

By:   
Keith J. Starlin  
Assistant Attorney General, of Counsel  
Bar Roll No. 105187  
Telephone: 518-776-2622  
Email: [keith.starlin@ag.ny.gov](mailto:keith.starlin@ag.ny.gov)

IT IS SO ORDERED:

  
\_\_\_\_\_  
David N. Hurd  
United States District Judge

Dated: May 12, 2016  
Utica, NY

# Exhibit A

## GENERAL RELEASE

### TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

**GREETINGS:** KNOW YE, that PATRICK GULLORY, the plaintiff in the cases and claims referenced below, upon receipt of SEVEN HUNDRED and 00/100ths United States dollars (\$700.00) paid to him, and upon consideration therefor, hereby voluntarily discontinues each of the cases and claims set forth below, with prejudice, and does remise, release and forever discharge, with respect to all cases and claims listed herein, all Defendants, Respondents and the State of New York, including its agencies, subdivisions, employees, former employees, private contractors, representatives and/or assignees, their heirs, executors and administrators (hereinafter collectively referred to as "Releasees"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the aforesaid Releasees, the plaintiff PATRICK GULLORY ever had, now has or which his heirs, executors or administrators, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents, and

More particularly, this release shall pertain to any and all claims by PATRICK GULLORY against any and all defendants/respondents or potential defendants/respondents in the following matters:

1. *Gullory v. Overbaugh, et al.* N.D.N.Y. case # 13-cv-1353
2. *Gullory v. Boll, et al.* N.D.N.Y. case # 12-cv-1771
3. *Gullory v. Morris, et al.* N.D.N.Y. case # 13-cv-378
4. *Gullory v. Weber* 2<sup>nd</sup> Circuit case # 15-1043
5. *Gullory v. Skelly* W.D.N.Y. case # 12-cv-847
6. *Gullory v. Foley* W.D.N.Y. case # 14-cv-0265
7. *Gullory v. State of New York* New York Ct. of Claims case # 121860
8. *Gullory v. State of New York* New York Ct. of Claims case # 122797
9. *Gullory v. State of New York* New York Ct. of Claims case # 124066
10. *Gullory v. State of New York* New York Ct. of Claims case # 124146
11. *Gullory v. Morris* New York State App. Div. Third Dept. case # 517874
12. Any and all filed and/or unfiled causes of action, claims and demands, known or unknown, against the State of New York, including its agencies, subdivisions, employees, former employees, private contractors, representatives and/or assignees, now existing or hereafter arising, whether presently asserted or not, which accrued at any time prior to the date of the signing of this General Release by PATRICK GULLORY.

Further, plaintiff PATRICK GULLORY hereby releases the Releasees from any and all claims or causes of action which plaintiff PATRICK GULLORY his heirs, executors or administrators, hereafter can, shall or may have for, upon or by reason of any alleged injuries, damages or complaints of any kind or nature arising from the claims raised by plaintiff in the above-listed matters.

Patrick Gullory agrees that no provision of this settlement shall be interpreted to be an acknowledgment of the validity of any of the allegations or claims made in any action covered by this General Release.

For purposes of this General Release, a copy of this General Release shall have the same effect as the original.

This release may not be changed orally.

IN WITNESS WHEREOF, the said PATRICK GUILLORY has hereunto set his hand this 29<sup>th</sup> day of APR

17, 2016.

PATRICK GUILLORY

STATE OF NEW YORK )

COUNTY OF Onondaga )ss.:

On this 29<sup>th</sup> day of April, 2016, before me personally came PATRICK GUILLORY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Kimberly M. Zimmer  
NOTARY PUBLIC

Kimberly M. Zimmer  
Notary Public in the State of New York  
Qualified in Onondaga County No. 02718122482  
My Commission Expires February 14, 2017